

OGC HAS REVIEWED.

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Office Memorandum • UNITED STATES GOVERNMENT

TO : General Counsel

DATE: 16 August 1950

FROM : Chief, Contract Section

Thru: Chief, Procurement Branch *asw MK*

SUBJECT: Revision of Research and Development Form of Contract

1. There is attached a draft of proposed revised form of R&D contract form.
2. The changes are primarily in the following categories:
 - a. Addition of certain Articles prescribed by Joint Procurement Regulations (JPR) and Armed Service Procurement Regulations (ASPR). It is recognized that this Agency is not now bound by those regulations, but they have been used as a guide to a considerable extent in the past.
 - b. Change in wording of certain presently used articles. These changes are for the purpose of bringing the article up to date, thus using the content currently approved both by ASPR and by General Services Administration.
 - c. Changes in certain of the articles used solely by this Agency, for the purpose of further clarification and additional requirements.
3. Your review and approval of the proposed draft is requested.
4. In addition to the form submitted above, it is proposed to use as an additional article the provisions concerning copyrights as set forth in ASPR 9-202. This would be used in those contracts from which it is expected that copyrightable material will be obtained. Your concurrence is requested.
5. There are two other articles which are under consideration for use in the subject form:
 - a. ASPR 12-901 covers the subject of "Employment of Aliens" and requires the Armed Services to use it in all classified contracts. It has not heretofore been used because this Agency already requires the "clearance" of employees who will have contact with our classified contracts. Your opinion is requested as to the desirability of including it in the R&D form which is invariably classified.
 - b. The Article "changes" in ASPR 7-103.2 is not required to be used by the Armed Services in R&D contracts, but is frequently used on an optional basis. It is believed that while the Article refers primarily to supply contracts that it would be useful in some instances in R&D contracts. Your opinion is requested.